

LINCOLN GENERAL INSURANCE) Case No. '13CV2192 W DHB
COMPANY,)
)
) **COMPLAINT**
)
 Plaintiff,)
)
)
 v.)
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)
 RYAN MERCALDO LLP,)
 RYAN MERCALDO & WORTHINGTON)
 LLP, AND)
 BRIAN P. WORTHINGTON)
)
)
)
 Defendants.)

NOW COMES Plaintiff, Lincoln General (“Lincoln General”), by and through its attorneys, Yaron & Associates, and for its Complaint against Defendants Ryan Mercaldo LLP, Ryan Mercaldo & Worthington LLP (“RMW”), and Brian P. Worthington (collectively, “Defendants” unless otherwise noted), allege, state, and aver as follows:

1. Lincoln General Insurance Company is a Pennsylvania corporation with its principal place of business in York, Pennsylvania.

2. Based upon information and belief, Ryan Mercaldo LLP (“Ryan Mercaldo”) is a law firm organized as a limited liability partnership under the laws of the State of California, with its principal place of business in California.

3. Based upon information and belief, Ryan Mercaldo & Worthington, LLP was a

1 law firm organized as a limited liability partnership under the laws of the State of California,
2 with its principal place of business in California, which was the predecessor to Ryan Mercaldo
3 LLP.

4 4. Based upon information and belief, Brian P. Worthington is an attorney that
5 previously was a partner in the law firm Ryan Mercaldo & Worthington, LLP and currently is an
6 attorney practicing in San Diego, California.

7 **Jurisdiction & Venue**

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9 5. This Court has jurisdiction under 28 U.S.C. §§ 1332(a), 1441 *et seq.*, and 1446, as
10 diversity of citizenship exists between the Plaintiff and the Defendant, and the matter in
11 controversy, exclusive of interest and costs, exceeds the sum of \$75,000.

12 6. This Court has personal jurisdiction over Ryan Mercaldo LLP, RMW and Brian
13 Worthington because Ryan Mercaldo LLP, RMW and Brian Worthington has engaged in
14 continuous and systematic business within the State of California. In the alternative, this Court
15 has specific personal jurisdiction over Ryan Mercaldo LLP, RMW and Brian Worthington
16 because Ryan Mercaldo LLP, RMW and Brian Worthington has maintained minimum contacts
17 with the State of Illinois and/or has purposefully availed itself of the protections of Illinois law as
18 set forth herein.

19
20 7. Venue is appropriate pursuant to 28 U.S.C. §§84 and 1391 because a substantial
21 part of the events or omissions giving rise to this Complaint occurred within the Southern District
22 of California.

23 **Underlying Matter**

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25 8. On April 9, 2009, Lillian and Chris Gradillas filed a Complaint for Damages
26 against, and wherein they sought damages from, Kenneth Nwadike, Jr., America Bus Line, and
27 others, in an action captioned *Gradillas v. Nitelife Express, Inc., et. Al.*, No. CGC-09-487088 in
28 the Superior Court of California, County of San Francisco (the “underlying matter”).

1 9. Lincoln General issued a commercial general liability ("CGL Policy") to America
2 Bus Line and a business auto policy ("auto policy") to Kenneth Nwadike, Jr. dba America Bus
3 Line. Both policy periods were June 12, 2007 to June 12, 2008.

4 10. The Complaint for Damages in the underlying matter alleged that Mr. Nwadike
5 owned America Bus Line.

6 11. The CGL Policy and the auto policy both provided a duty to defend and a duty to
7 indemnify covered claims, subject to the policies' respective terms, conditions and exclusions.

8 12. After receiving notice of the claim associated with the underlying matter and on
9 May 27, 2009, Lincoln General agreed to undertake the defense of America Bus Line and
10 Nwadike in the underlying matter under a reservation of rights under its CGL Policy.

12 **Lincoln General Retained Mr. Worthington and RMW as Counsel**

13 13. RMW held itself out as legal experts of insurance-related legal issues.

14 14. On or around May 28, 2009, through a telephone call and letter, Lincoln General
15 requested that Mr. Brian Worthington, a then-partner with RMW, act as Lincoln General's
16 attorney and form and provide professional and legal analysis and opinion regarding its insurance
17 coverage obligations associated with the underlying matter.

18 15. Mr. Worthington and RMW affirmatively and explicitly agreed to be retained by
19 Lincoln General and to represent Lincoln General on or around May 28, 2009 and form and
20 provide professional analysis and opinion regarding Lincoln General's insurance coverage
21 obligations associated with the underlying matter.

22 16. Lincoln General was available to and offered to provide any additional, requested
23 materials or information to Mr. Worthington and RMW.

24 17. Mr. Worthington and RMW were aware that Lincoln General could and would
25 provide any additional materials or information to him with respect to his professional and legal
26 analysis and opinion regarding its insurance coverage obligations associated with the underlying
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1 matter.

2 18. Mr. Worthington was aware that Lincoln General had issued the GL and auto
3 policies.

4 19. On June 22, 2009, Mr. Worthington sent Lincoln General the professional and
5 legal analysis and opinion regarding Lincoln General's insurance coverage obligations associated
6 with the underlying matter to Lincoln General ("coverage analysis").

7 20. Mr. Worthington and RMW never requested a copy of the auto policy from
8 Lincoln General.

9 21. Upon information and belief, Mr. Worthington and RNW never obtained,
10 reviewed or analyzed the auto policy before or when providing the professional and legal
11 analysis and opinion regarding Lincoln General's insurance coverage obligations associated with
12 the underlying matter.
13

14 22. Mr. Worthington and RMW did not advise Lincoln General in the professional
15 and legal analysis and opinion regarding Lincoln General's insurance coverage obligations
16 associated with the underlying matter, or before that time or after that time, as to all the potential
17 repercussions, legal problems, and adverse consequences if Lincoln General completely
18 withdrew its defense of Mr. Nwadike and America Bus Line in the underlying matter.
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20 23. If Lincoln General had received a full and complete professional and legal
21 analysis and opinion regarding Lincoln General's insurance coverage obligations associated with
22 the underlying matter from Mr. Worthington and RMW, and if it had been properly advised by
23 Mr. Worthington and RMW regarding all the potential repercussions, legal problems, and
24 adverse consequences if Lincoln General completely withdrew its defense of Mr. Nwadike and
25 America Bus Line in the underlying matter, Lincoln General would have avoided the imposition
26 of legal problems and adverse consequences.
27

28 24. On July 6, 2009, consistent with Mr. Worthington's and RMW's professional and

1 legal analysis and opinion regarding Lincoln General's insurance coverage obligations associated
2 with the underlying matter, Mr. Worthington sent two letters to America Bus Line, one denying
3 coverage, which referenced the auto policy, and one withdrawing the defense of Mr. Nwadike
4 and America Bus Line in the underlying matter.

5 25. Mr. Worthington was acting within the scope of his employment with RMW in his
6 representation of Lincoln General and when he undertook and provided his professional and legal
7 analysis and opinion regarding its insurance coverage obligations associated with the underlying
8 matter.

9
10 26. Counsel for Mr. Nwadike and America Bus Line supplied by Lincoln General
11 withdrew from representation of them in the underlying matter.

12 27. Upon information and belief, on or around August 2011, Lillian and Chris
13 Gradillas and Mr. Nwadike entered into a stipulation for entry of judgment, which provided, *inter*
14 *alia*, that the parties would work together to have a court enter judgment against Mr. Nwadike
15 and in favor of Lillian Gradillas for \$2 million and in favor of Chris Gradillas for \$500,000.

16
17 28. On February 6, 2012, Lillian and Chris Gradillas voluntarily dismissed the
18 underlying matter.

19 29. On September 14, 2012, Lillian and Chris Gradillas appeared in the underlying
20 matter in the Superior Court of California, *ex parte*, and requested that the underlying matter be
21 reopened and that judgment be entered for them and against Nwadike dba America Bus Line and
22 America Bus Line on the ground that attorney error caused the matter to be dismissed prior to the
23 entry of the agreement for entry of a stipulated judgment entered by Lillian and Chris Gradillas
24 and Mr. Nwadike.

25
26 30. On September 14, 2012, the California Superior Court ordered judgment for \$2.5
27 million against Nwadike dba America Bus Line and America Bus Line in favor of Lillian
28 Gradillas for \$2 million and in favor of Chris Gradillas for \$500,000.

Coverage Action

31. Lillian and Chris Gradillas filed suit against Lincoln General, seeking \$2.5 million from Lincoln General as assignees and judgment creditors through the underlying matter in California Superior Court, County of San Francisco (the “coverage action”).

32. The coverage action was removed to the U.S. District Court for the Northern District of California.

33. On September 28, 2012, Lillian and Chris Gradillas filed a motion for partial summary judgment against Lincoln General in the coverage action, alleging that the underlying claim associated with the underlying matter was covered under the Lincoln General auto policy because, *inter alia*, the bodily injury arose out of the “use” of an auto and the automobile in use was covered under the auto policy as a temporary substitute despite not being on its schedule of covered automobiles.

34. On December 3, 2012, the district court awarded Lillian and Chris Gradillas partial summary judgment against Lincoln in the coverage action and found Lincoln General breached its duty to defend under the auto policy.

35. On or around March 22, 2013, the district court entered final judgment of \$2.5 million against Lincoln General in the coverage action.

36. On April 1, 2013, Lincoln General set forth a notice of appeal of the coverage action. Lincoln General maintains that the auto policy does not provide coverage for the underlying matter and will continue to do so. The filing of this Complaint in no way is admission that the auto policy provides coverage for the underlying matter. The district court ruled against Lincoln General, however, and the appellate court may do so as well.

37. On or around April 9, 2013, Lincoln General filed a supersedeas bond in the amount of \$3.125 million in order to proceed with its appeal of the coverage action.

1 38. Lincoln General was forced to incur significant costs and legal fees in opposing
2 summary judgment, in opposing an award of prejudgment interest, and in preparing for the
3 appeal in the coverage action, and in filing the \$3.125 million supersedeas bond, which combined
4 are in excess of \$75,000.00 and which continue to accrue.

5 39. Upon information and belief, Ryan Mercaldo is the successor of RMW through
6 continuation of the business, through contract, or otherwise.

7 **COUNT 1 - LEGAL MALPRACTICE/PROFESSIONAL NEGLIGENCE**
8 **(Against All Defendants)**

9 40. Lincoln General realleges incorporates paragraphs 1-39 of the Complaint as if
10 fully set forth herein.

11 41. Upon being retained by Lincoln General, Mr. Worthington and RMW accepted
12 the duty to use such skill, prudence, and diligence as attorneys commonly possess and exercise
13 when representing Lincoln General in all aspects of forming and providing professional and legal
14 analysis and opinion regarding Lincoln General's insurance coverage obligations associated with
15 the underlying matter and all matters related thereto, including related matters to which it was
16 aware and all legal problems and adverse consequences related thereto.

17 42. Mr. Worthington and RMW breached the duty to use such skill, prudence, and
18 diligence as attorneys commonly possess and exercise by failing to analyze all insurance policies
19 that provided a duty to defend to Mr. Nwadike and/or America Bus Line in the underlying matter
20 prior to advising that Lincoln General had no duty to defend in the underlying matter; failing to
21 request, review, and/or analyze the auto policy prior to advising that Lincoln General had no duty
22 to defend in the underlying matter; failing to advise Lincoln General of the repercussions of
23 withdrawing the defenses of Mr. Nwadike and America Bus Line in the underlying matter;
24 providing an inaccurate coverage position in a letter to the policyholder; failing to provide
25 Lincoln General a full and complete insurance coverage analysis; failing to advise regarding
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1 related matters to which it was aware; and failing to advise Lincoln General of the potential
2 adverse consequences of and legal problems regarding Lincoln General's conduct related to the
3 underlying action, among other things.

4 43. But for the professional negligence and legal malpractice of Mr. Worthington and
5 RMW, Lincoln General would not have had a \$2.5 million judgment entered against it and would
6 not have been left with only a certain limited number defenses available to it.

7 44. As a proximate result of Mr. Worthington's and RMW's professional
8 negligence/legal malpractice, Lincoln General suffered actual loss and damage in the form of
9 facing a direct action by actual judgment creditors; incurring significant costs and legal fees in
10 opposing summary judgment, opposing an award of prejudgment interest and preparing for the
11 appeal in the coverage action and in filing the \$3.125 million supersedeas bond.

12
13 **COUNT II – BREACH OF FIDUCIARY DUTY**
14 **(Against All Defendants)**

15 45. Lincoln General realleges and incorporates paragraphs 1-44 of the Complaint as if
16 fully set forth herein.

17 46. Mr. Worthington and RMW had a fiduciary relationship with Lincoln General as
18 Lincoln General's counsel.

19 47. Lincoln General had and exhibited trust and confidence in Mr. Worthington and
20 RMW as its counsel.

21 48. As Lincoln General's fiduciary, Mr. Worthington and RMW had a fiduciary duty
22 to provide professional advice regarding matters related to insurance coverage for the underlying
23 matter and Lincoln General's conduct related thereto, including related matters to which it was
24 aware and all legal problems and adverse consequences related thereto.

25 49. Mr. Worthington and RMW breached their fiduciary duties to Lincoln General by
26 failing to use such skill, prudence, and diligence as attorneys commonly possess and exercise,
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1 failing to analyze all insurance policies that provided a duty to defend to Nwadike and American
2 Bus Line in the underlying matter prior to advising that Lincoln General had no duty to defend in
3 the underlying matter; failing to request, review, and/or analyze the auto policy prior to advising
4 that Lincoln General had no duty to defend in the underlying matter; failing to advise Lincoln
5 General of the repercussions of withdrawing the defense of Mr. Nwadike and America Bus Line
6 in the underlying matter; providing an inaccurate coverage position in a letter to the policyholder;
7 failing to provide Lincoln General a full and complete insurance coverage analysis; failing to
8 advise regarding related matters to which it was aware; failing to advise of the potential adverse
9 consequences of and legal problems regarding Lincoln General's conduct related to the
10 underlying action, among other things.

12 50. But for Mr. Worthington's and RMW's breach of their fiduciary duties, Lincoln
13 General would not have had a \$2.5 million judgment entered against it and would not have been
14 left with only a certain limited number defenses available to it.

16 51. As a proximate and direct result of Mr. Worthington's and RMW's breach of its
17 fiduciary duties, Lincoln General suffered actual loss and damage in the form of facing a direct
18 action by actual judgment creditors; incurring significant costs and legal fees in opposing
19 summary judgment, opposing an award of prejudgment interest and preparing for the appeal in
20 the coverage action and in filing the \$3.125 million supersedeas bond.

21 **COUNT III – VICARIOUS LIABILITY**
22 **(Against RMW and Ryan Mercaldo LLP)**

23 52. Lincoln General realleges and incorporates paragraphs 1-51 of the Complaint as if
24 fully set forth herein.

25 53. At all relevant times, the RMW and Ryan Mercaldo and any other legal
26 professionals working with them in connection with the representation of Lincoln General and
27 the forming of and providing of professional and legal analysis and opinion regarding Lincoln
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General's insurance coverage obligations associated with the underlying matter were acting as agents or employees of the RMW and Ryan Mercaldo within their respective agency or employment.

54. Accordingly, RMW and Ryan Mercaldo is vicariously liable to Lincoln General for RMW's and Ryan Mercaldo's, and any other of its legal professionals', breaches of their duties of care and fiduciary duties and acts of professional negligence/legal malpractice that proximately caused damage to Lincoln General.

WHEREFORE, Lincoln General requests that this Court enter judgment in its favor and against Defendants and award it:

A. Actual and compensatory damages based on those amounts Lincoln General expended in opposing summary judgment, opposing an award of prejudgment interest and preparing for the appeal in the coverage action, including attorneys' fees and costs;

B. Actual and compensatory damages based on the filing of the \$3.25 million supersedeas bond, including interest thereon and damages due to the loss of use of that amount;

C. Pre- and post-judgment interest;

D. Costs and attorneys' fees in this action; and

E. Any other relief proper under the evidence and circumstances.

Dated: 9/13/13

By: 

Attorneys for Plaintiff
Lincoln General Insurance Company

GEORGE D. YARON, ESQ. (State Bar #96246)

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HENRY M. SU, ESQ. (State Bar #171853) hsu@yaronlaw.com

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JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LINCOLN GENERAL INSURANCE COMPANY

(b) County of Residence of First Listed Plaintiff York County, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

GEORGE D. YARON, ESQ. (SBN 96246), HENRY M. SU (SBN 171853)
YARON & ASSOCIATES
601 California St., Ste. 2100, San Francisco, CA 94108 (415) 658-2929

DEFENDANTS

RYAN MERCALDO LLP, RYAN MERCALDO & WORTHINGTON
LLP, and BRIAN P. WORTHINGTON

County of Residence of First Listed Defendant San Diego, County, CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'13CV2192 W DHB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. sections 1332, 1441 et seq., and 1446

Brief description of cause:

Legal Malpractice/Professional Negligence, Breach of Fiduciary Duty, and Vicarious Liability

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
09/13/2013

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____